

No. 9-360A170

Date DEC 26 1979

Fee \$ 10.00

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

ICC Washington, D. C.

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ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON
RICHARD L. HOFFMAN
JOSEPH A. MULLINS
MAX R. SHULMAN

RECORDATION NO. 10361-2 Filed 1425

DEC 26 1979 - 3 55 PM

INTERSTATE COMMERCE COMMISSION

December 26, 1979

Amendment Agreement Dated as of December 1, 1979
Amending Conditional Sale Agreement No. 2
Filed under Recordation No. 10361 and
Lease No. 2 Filed under Recordation No. 10361-B

Dear Madam:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Burlington Northern, Inc. for filing and recordation nine counterparts of the following document:

Amendment Agreement dated as of December 1, 1979, among Burlington Northern Inc., as Lessee, Mercantile-Safe Deposit and Trust Company, as Agent, The Connecticut Bank and Trust Company, as Owner-Trustee, General Motors Corporation (Electro-Motive Division) and General Electric Company, as Builders, and other parties.

The Amendment Agreement amends a Conditional Sale Agreement No. 2, dated as of February 1, 1979, previously filed and recorded with the Interstate Commerce Commission on May 10, 1979, at 1:40 p.m., Recordation Number 10361 and a Lease of Railroad Equipment No. 2, dated as of February 1, 1979, previously filed and recorded as above with the Interstate Commerce Commission on May 10, 1979, at 1:40 p.m., Recordation Number 10361-B.

The Amendment Agreement provides for the addition of two additional units of Equipment.

*Mr. Lee
this one is
rec No 10361-D*

*Penley
won*

C. D. [Signature]

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 10361-D .

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all nine counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the eight remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich

As Agent for Burlington Northern Inc.

Agatha L. Mergenovich
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encl.

DEC 26 1979 -3 55 PM

[CS&M Ref. 2164-082]

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

R C Burlington
Vice President and
Treasurer

[Corporate Seal]

Attest:

G. J. Schenkel
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

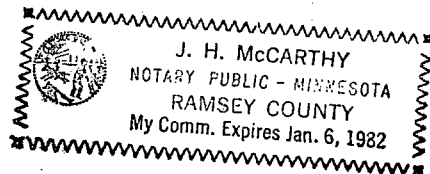
On this ^{20th} day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. McCarthy

Notary Public

[Notarial Seal]

My Commission expires



STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
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				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

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WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

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NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

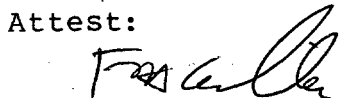
MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by


Assistant Vice President

[Corporate Seal]

Attest:


Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

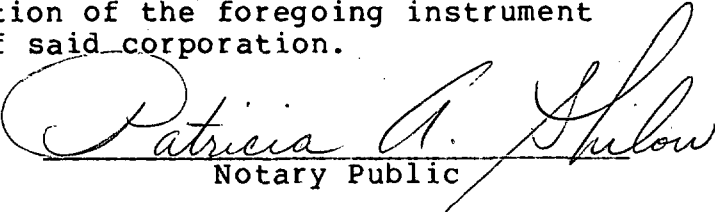
Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this ^{19th} day of December 1979, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission expires 7-1-82

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
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				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

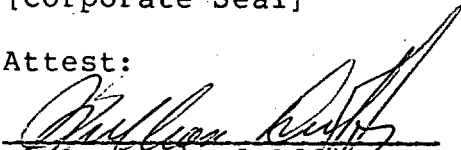
THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by


Authorized Officer

[Corporate Seal]

Attest:


Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 19th day of December 1979, before me personally appeared **DONALD E. SMITH** to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[Notarial Seal]

My Commission expires

BARBARA S. KACICH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1982

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.

2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.

3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

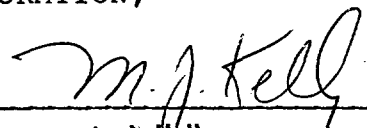
[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by



Martin J. Kelly
Manager - Rail Financing

[Corporate Seal]

Attest:



NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF *Connecticut*)
) ss.:
CITY OF *Stamford*,)

On this *19* day of December 1979, before me personally appeared *Martin A. Kelly*, to me personally known, who, being by me duly sworn, says that he is an *Manager - Rail Financing* of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

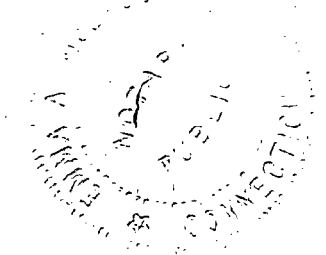
Emma A. McLaughlin

Notary Public

[Notarial Seal]

My Commission expires

NOTARY PUBLIC
My Commission Expires March 31, 1984



STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.;

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

PBM Thomas H. Smullen
Vice President

[Corporate Seal]

Attest:

R. L. Holmer

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

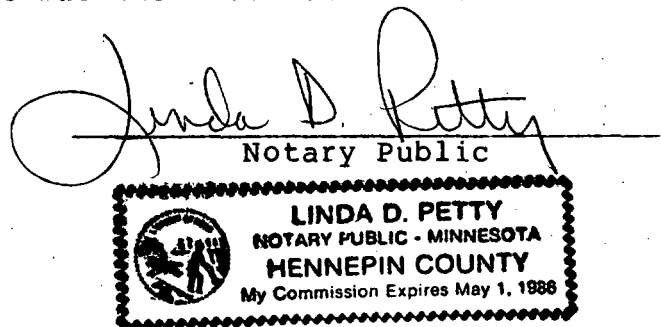
My Commission expires

STATE OF MINNESOTA ,)
) ss.:
COUNTY OF HENNEPIN ,)

On this 20 day of December 1979 before me personally appeared Thomas H. Smullen Jr. to me personally known, who, being by me duly sworn, says that he is a Vice President of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires



STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

My Commission expires

Notary Public

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	EN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	EN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by


Vice President

[Corporate Seal]

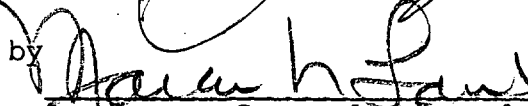
Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

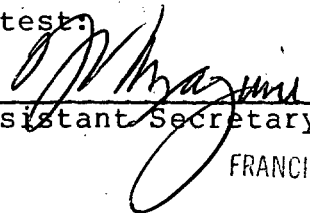

Vice President

by


Assistant General Counsel

[Corporate Seal]

Attest:


Assistant Secretary

FRANCIS V. MAGUIRE

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

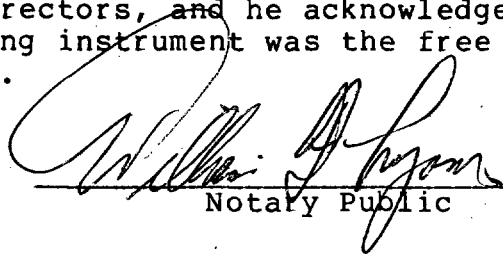
Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this 19 day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[Notarial Seal]

My Commission expires

WILLIAM F. LYONS
NOTARY PUBLIC, State of New York
No. 41-2441150 Qual. in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1981

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	EN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	EN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	EN 5000 5008-5012	713,721	4,282,326	October, 1979, at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.

2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.

3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.

4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.

5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.

6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),


by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

GENERAL ELECTRIC COMPANY,

by

[Corporate Seal]

Attest:

Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 19th day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. K. Prouski
Notary Public

[Notarial Seal]

My Commission expires
September 18, 1983

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

Type	Builder	Builder's Specifi- cations	Builder's Plant	Quantity	Lessee's Road Numbers (Both Inclusive)	Esti- mated* Unit Base Price	Esti- mated Total Base Price	Time and Place of Delivery
3,000 h.p. Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	BN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	BN 5000 5008-5012	713,721	4,282,326	October, 1979, F.O.B. Builder's plant at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
3,000 h.p Model SD 40-2 diesel- electric locomotive	EMD	8087	La Grange, Illinois	61	EN 7922 8030-8089	\$696,360	\$42,477,960	August through December 1979, at Fridley, Minnesota
3,000 h.p. Model C30-7 diesel- electric locomotive	GE	3390G	Erie, Pennsyl- vania	6	EN 5000 5008-5012	713,721	4,282,326	October, 1979, at Erie, Pennsylvania
				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

AMENDMENT AGREEMENT dated as of December 1, 1979, among BURLINGTON NORTHERN INC. ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("Agent"), GENERAL ELECTRIC CREDIT CORPORATION, NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS (collectively "Owners"), THE CONNECTICUT BANK AND TRUST COMPANY, not individually but solely in its capacity as Trustee ("Owner-Trustee") under a Trust Agreement No. 2 dated as of February 1, 1979, with the Owners, METROPOLITAN LIFE INSURANCE COMPANY ("Investor"), GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION) ("EMD") and GENERAL ELECTRIC COMPANY (collectively "Builders").

WHEREAS the parties hereto (other than the Builders) constitute all the parties to Participation Agreement No. 2 dated as of February 1, 1979 ("Participation Agreement No. 2"), and the terms defined therein are used herein with the same meanings;

WHEREAS the parties hereto constitute all the parties to Conditional Sale Agreement No. 2, Lease No. 2, CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 (collectively "Related Documents");

WHEREAS the parties hereto expected that 42 EMD units of Equipment would be delivered and accepted under Conditional Sale Agreement No. 1, but two of such EMD units of Equipment were not in fact delivered and accepted thereunder and were excluded therefrom pursuant to the terms of Conditional Sale Agreement No. 1;

WHEREAS the parties hereto desire that said two EMD units bearing Lessee's road numbers BN 7922 and BN 8030 ("Additional Equipment") be financed pursuant to Participation Agreement No. 2;

WHEREAS the parties hereto desire to amend Participation Agreement No. 2 and the Related Documents to provide for the financing of the Additional Equipment; and

WHEREAS Conditional Sale Agreement No. 2, CSA Assignment No. 2, Lease No. 2 and Lease Assignment No. 2 were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on May 10, 1979, at 1:40 p.m., recordation numbers 10361, 10361-A, 10361-B and 10361-C, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 28, 1979, at 9:15 a.m.

NOW, THEREFORE, the parties hereto agree as follows:

1. Participation Agreement No. 2 is hereby amended to redefine the term "Equipment" to include the Additional Equipment with an estimated unit base price of \$696,360 each, to increase the respective funding commitments of the Owners and the Investor correspondingly and to establish the Deposit Date and the Closing Date for the Additional Equipment as on or about December 27, 1979.
2. Conditional Sale Agreement No. 2 is hereby amended as necessary to add the Additional Equipment, including, without limitation, increasing the figure set forth in Item 5 of Annex A thereto to \$46,760,286.
3. Annex B to Conditional Sale Agreement No. 2 is hereby amended and restated in its entirety as shown in Exhibit A hereto.
4. Appendix A to Lease No. 2 is hereby amended and restated in its entirety as shown in Exhibit B hereto.
5. CSA Assignment No. 2, Lease Assignment No. 2, Consent No. 2, Trust Agreement No. 2, Indemnity Agreement No. 2 and Funding Agreement No. 2 are each hereby amended as necessary to permit the aforesaid amendments to Participation Agreement No. 2, Conditional Sale Agreement No. 2 and Lease No. 2, as though originally set forth therein.
6. The Lessee will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Article 19 of the Conditional Sale Agreement No. 2 and § 18 of Lease No. 2.

7. Except as amended hereby, Participation Agreement No. 2 and the Related Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

BURLINGTON NORTHERN INC.,

by

Vice President and
Treasurer

[Corporate Seal]

Attest:

Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, as Agent as
aforesaid,

by

Assistant Vice President

[Corporate Seal]

Attest:

Corporate Trust Officer

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner-Trustee as
aforesaid,

by

Authorized Officer

[Corporate Seal]

Attest:

Authorized Officer

GENERAL ELECTRIC CREDIT
CORPORATION,

by

[Corporate Seal]

Attest:

NORTHWESTERN NATIONAL BANK OF
MINNEAPOLIS,

by

Vice President

[Corporate Seal]

Attest:

METROPOLITAN LIFE INSURANCE
COMPANY,

by

Vice President

by

Assistant General Counsel

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL MOTORS CORPORATION
(ELECTRO-MOTIVE DIVISION),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

GENERAL ELECTRIC COMPANY,

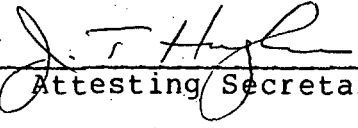
by



MANAGER-MARKETING
LOCOMOTIVE MARKETING DEPARTMENT

[Corporate Seal]

Attest:



Attesting Secretary

STATE OF MINNESOTA,)
) ss.:
COUNTY OF RAMSEY,)

On this day of December 1979, before me personally appeared R. C. BURTON, JR., to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of BURLINGTON NORTHERN INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MARYLAND,)
) ss.:
CITY OF BALTIMORE,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
CITY OF ,)

On this day of December 1979, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ,)
) ss.:
COUNTY OF ,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of December 1979 before me personally appeared WILLIAM J. BLANCHFIELD and MARCUS N. LAMB, to me personally known, who, being by me duly sworn, say that they are, respectively, Vice President and Assistant General Counsel of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of December 1979 before me personally appeared P. K. HOGLUND, to me personally known, who, being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF PENNSYLVANIA,)
) ss.:
COUNTY OF ERIE,)

On this day of December 1979 before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a of GENERAL ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires

EXHIBIT A

ANNEX B

TO

CONDITIONAL SALE AGREEMENT

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
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				<u>67</u>			<u>\$46,760,286</u>	

* The Estimated Unit Base Price includes prepaid freight to Fridley, Minnesota.

EXHIBIT B

APPENDIX A TO LEASE

<u>Type</u>	<u>Builder</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>	<u>Esti- mated* Unit Base Price</u>	<u>Esti- mated Total Base Price</u>	<u>Time and Place of Delivery</u>
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Interstate Commerce Commission

Washington, D.C. 20423

12/26/79

OFFICE OF THE SECRETARY

Laurance V Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/26/79 at 3:55pm , and assigned recordation number(s). 10361-D

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)